

A. G. Contract No. KR96 0791TRN
ADOT ECS File: JPA 96-39
Project: STP-GGE-0(002)P/SL360 01C
Section: Old Safford Road, Historic Old
Safford Road Bridge # 8152

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
GREENLEE COUNTY, ARIZONA

THIS AGREEMENT is entered into 23 December, 1996,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954,
as amended, between the STATE OF ARIZONA, acting by and through its
DEPARTMENT OF TRANSPORTATION (the "State") and GREENLEE COUNTY acting
by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

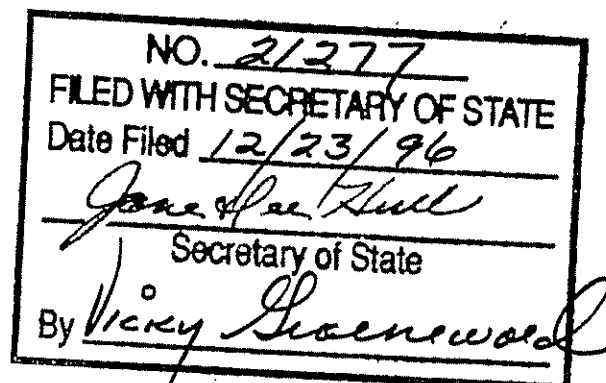
1. The State is empowered by Arizona Revised Statutes Section 28-108 and 28-112 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. Congress has authorized appropriations for, but not limited to, the design of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the County has been selected by the County and has been submitted to the Federal Highway Administration ("FHWA") for approval.

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the County by reason of federal law and regulations under which funds for the project are authorized to be expended.



6. The work embraced by this agreement and the estimated project costs are as follows: Bridge Rail Rehabilitation.

Estimated Project Cost (inc. 15% CE)	\$ 271,916.00
Federal Aid Funds @ 80%	\$ 217,533.00
Greenlee County Funds @ 20%	\$ 54,383.00
Five Percent Surcharge	\$ 13,596.00
Total Greenlee County Funds	\$ 67,979.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The cost of the project covered by this agreement is to be borne by FHWA and the County, each in the proportion prescribed and determined by FHWA.

2. Therefore, the County agrees to advance the State funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The State will reimburse the County with federal funds for work addressed under this agreement at 80% of the project cost up to the funding CAP established above.

4. The County will provide any required preliminary engineering and planning studies, the environmental analysis and design of the project. As required by the FHWA, the State will provide design review of the project plans, studies and related documents, and when appropriate provide comments which will be incorporated into the design documents.

5. The County may request the State, as authorized agent for the County, and all at County expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work may consist of, but is not specifically limited to, the review and approval of the County prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the County, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

6. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering and construction in connection therewith, cost over-runs and claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

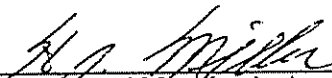
Greenlee County
County Administrator
Box 908
Clifton, AZ 85533

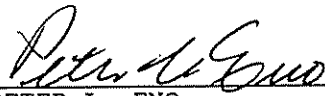
8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

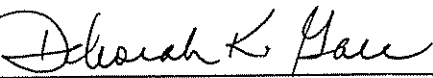
GREENLEE COUNTY, ARIZONA

STATE OF ARIZONA
Department of Transportation

By 
H. J. Miller, Chairman
Board of Supervisors

By 
PETER L. ENO
Contract Administrator

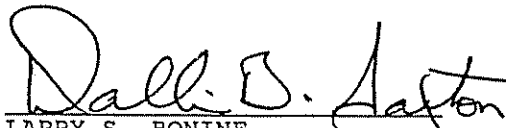
ATTEST

By 
DEBORAH KAY GALE
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 23rd day of April 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Greenlee County for the purpose of defining responsibilities for the design, construction and maintenance of rehabilitation to Historic Old Safford Road Bridge # 8152

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

OFFICE OF THE BOARD OF SUPERVISORS, GREENLEE COUNTY
CLIFTON, ARIZONA

OCTOBER 3, 1996

The Greenlee County Board of Supervisors met on this date in regular session at the Board Meeting Room, Courthouse Annex, Clifton, Arizona, with the following members present: Hank Miller, Chairman; Donald R. Stacey, Member; and Hector Ruedas, Member. Also present were Robert Stokes, County Administrator; Deborah K. Gale, Clerk of the Board.

Chairman Miller called the meeting to order at 1:30 p.m. and led those present in the Pledge of Allegiance.

Jackie Quinn, County Treasurer, presented Treasurer's Deeds on parcel numbers 200-79-002 located in North Clifton, and 500-28-149 located in Duncan.

Upon motion by Supervisor Ruedas, seconded by Supervisor Stacey, and carried unanimously, the Board convened in Executive Session pursuant to A.R.S. 38-431.03.A.1 at 1:35 p.m. to discuss personnel issues with Supervisors Miller, Ruedas, and Stacey, Sheriff Allen Williams, County Administrator Robert Stokes, and Clerk of the Board Kay Gale present.

Upon motion by Supervisor Ruedas, seconded by Supervisor Stacey, and carried unanimously, the Board reconvened in open session at 1:45 p.m. with all members present.

Upon motion by Supervisor Ruedas, seconded by Supervisor Stacey, and carried unanimously, the Board approved the payroll change notice for Pablo Provencio setting the salary at level 14D.

The Board reviewed the need to fill the vacant part-time animal control officer position. Gary Bearden, Allen Williams, and Ernie Casias were present. The Board considered the recommendation to increase the position to full time due to the increase in calls, enforcement of the county animal control ordinance, and the other duties assigned to Mr. Bearden which limit his time for animal control concerns. Upon motion by Supervisor Stacey, seconded by Supervisor Ruedas, and carried unanimously, the Board approved the establishment of a full time animal control officer in place of the part time position and set the salary at level 8A on the pay plan. The work schedule will be Tuesday through Saturday. The Board directed the clerk to advertise the position in accordance with county personnel policies.

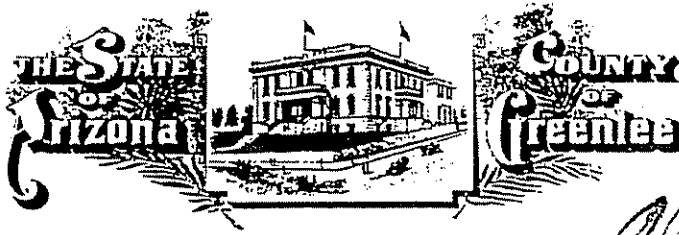
Upon motion by Supervisor Ruedas, seconded by Supervisor Stacey, and carried unanimously, the Board ratified the action taken at the September 3, 1996, board meeting regarding the decrease in the Clifton School District Bond Interest #3 from a levy of \$84,708 (\$.7753 tax rate) to a levy of \$73,942 (\$.6768 tax rate).

Mr. Stokes advised the Board that the county has been notified that the community college tuition costs previously set was incorrect and that the state has sent an amended rate of

ROBERT STOKES
County Administrator • (520) 865-2310

DEBORAH K. GALE
Clerk of the Board • (520) 865-2072

FACSIMILE # (520) 865-4417



BOARD OF SUPERVISORS
P.O. BOX 908
CLIFTON, ARIZONA 85533

DONALD R. STACEY
District 1

HECTOR RUEDAS
District 2

H.J. MILLER
District 3

96-39

AFFIDAVIT OF CUSTODIAN OF RECORDS

STATE OF ARIZONA)
) ss
COUNTY OF GREENLEE)

1. I am Custodian of the records of the Greenlee County Board of Supervisors Office and I have authority to certify the records.

2. The attached copy is a true copy of the minutes of the October 3, 1996 meeting of the Greenlee County Board of Supervisors authorizing the Chairman to enter into the intergovernmental agreement between Greenlee County and the Arizona Department of Transportation regarding the Old Safford Bridge Project #TEA-GGE-O (002).

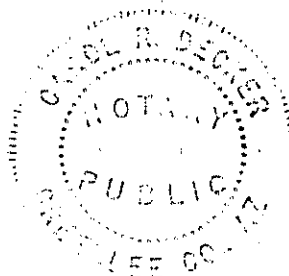
3. The records were prepared by personnel of the business entity, management, or persons acting under the control of same, in the ordinary course of office business at or near the time of the act, condition or event described therein.

Deborah K. Gale, Clerk of the Board
Custodian of Records

SUBSCRIBED AND SWORN to before me by Deborah K. Gale this 9th day of December, 1996.

Notary Public

My Commission expires: March 4, 1997



APPROVAL OF THE GREENLEE COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and GREENLEE COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 2 day of October, 1996.

Schulden
Deputy County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR96-2700TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED December 17, 1996.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/2706